## REMARKS

By this Response no claims have been amended, added or canceled.  Claims 1-55 remain pending.

Double Patenting

In the Office Action, the Examiner provisionally rejected claims 1-55 on the ground of non-statutory, double patenting over claims 1-18 of copending application number 10/315,196.  It is the Examiner's position that the referenced application and the instant application claim common subject matter of:  "A system and method for managing data having different formats into a portable (i.e. common) format".  No claims have been allowed or issued in copending application Serial No. 10/315,196. Applicants request abeyance of this provisional determination until it is known which application will issue first and the content of the allowed claims can be determined and assessed at that time.

Rejection Under 35 U.S.C. § 101

In the Office Action, the Examiner has rejected claims 1-22 and 34-55 under 35 U.S.C. § 101, as being directed to non-statutory subject matter.  Applicant respectfully traverses this rejection for the following reasons.

It is the Examiner's position that there is no "device" in the body (or) the preamble of these apparatus claims and are, therefore, merely an idea for compiling data per se.  Applicants respectfully submit that independent Claims 1 and 12 and their dependent claims recite a "system" comprising software applications and servers.

Servers are devices, and the systems of these claims also constitute machines and/or manufactured articles.

It is well settled that, in order to satisfy the requirements of 35 U.S.C. § 101, the subject matter sought to be patented must be a "useful" process, machine, manufacture, or composition of matter; *i.e.*, it must have a practical application. The purpose of this requirement is to limit patent protection to inventions that possess a certain level of "real world" value, as opposed to subject matter that represents nothing more than an idea or concept, or is simply a starting point for future investigation or research. *See Brenner v. Manson*, 383 U.S. 519, 528-36, 148 USPQ 689, 693-96 (1966); *In re Ziegler*, 992 F.2d 1197, 122-03, 26 USPQ2d 1600, 1603-06 (Fed. Cir. 1993).

Consistent with this legal requirement, the apparatus claims of the present invention do not merely compile data *per se*, as suggested by the Examiner. Rather, and by way of example only, Independent Claims 1 and 12, and their respective dependent claims recite at least a first server and a second server, and an interface for communicating data to a user. Each of these elements is a device. Further, Applicants respectfully submit that the claims each meet the requirements of 35 U.S.C. § 101 by being useful and having a practical application. The system and apparatus are useful in that data is transferred between the recited components and is communicated to a user *via* an interface. A practical application of a computer related invention is statutory subject matter. *See* MPEP 2106 IV.A, and 2106.01, and USPTO guidelines in "SECTION---2106 Patentable Subject Matter - Computer-Related Inventions" at: http://www.uspot.gov/web/offices/pac/mpep/21.txt.

Accordingly, all claims present in the application are directed to statutory subject matter within the meaning of 35 U.S.C. § 101 and Applicants respectfully request that the Examiner withdraw the rejection.

Rejections Under 35 U.S.C. § 102(e) and § 103(a)

In the Office Action, the Examiner rejected claims 1-6, 12-17, 23-28, 34-39, and 45-50 under 35 U.S.C § 102(e) as anticipated by U.S. Patent No. 6,516,326 to *Goodrich*, and rejected claims 7-11, 18-22, 29-33, 40-44, and 51-55 under 35 U.S.C § 103(a) as unpatentable over *Goodrich*. Applicants respectfully traverse these rejections for the following reasons.

The present invention is directed to, *inter alia*, a professional services project management application which makes data available to a user. The data is derived from a first software application for maintaining data in a first ODBC-compliant format and a second software application for maintaining data in a second format other than an ODBC-compliant format. A first server is adapted to communicate with and transfer data from the first software application to the professional services project management application and a second server is adapted to communicate with the second software application through said first server to transfer data from the second software application to the professional services project management application.

*Goodrich* addresses one of the problems facing the present inventors, namely, the "Tower of Babel" represented in attempting to access data from multiple incompatible data sources. *Goodrich*, Col. 4, ll. 40-45. The approach employed by *Goodrich*, however, in addressing this problem in the unique context of *Goodrich's*

-18-

invention – converting inherently incompatible Energy Management System (EMS) data into a common, standardized, format, is different in significant ways from the approach claimed in the present invention.

Contrary to the Examiner's interpretation, it is respectfully submitted that *Goodrich, et al.* do not disclose all of the elements of any of Applicants' claims. First, *Goodrich* does not disclose the elements of a first ODBC-compliant software application and second, non-ODBC-compliant software application. Rather, *Goodrich* accesses data from two or more sources, each of which is non-ODBC-compliant. *Goodrich* then converts the data from each of these proprietary, non-ODBC-compliant formats into a standardized, proprietary, third format, the Common Information Model (CIM) sponsored by the Electric Power Research Institute (EPRI). *Goodrich*, Col. 2, ll. 38-50. Each raw data source, software application disclosed in *Goodrich*, is an Energy Management System (EMS) database that is maintained by different EMS vendors in a unique EMS data format. Each unique EMS data format is inherently incompatible with any other EMS data format of any other EMS vendor (*Goodrich, et al.*, Col. 1, ll. 14-16), and each EMS data format is maintained as proprietary and in strict confidence by each of the several EMS vendors (*Goodrich* Col. 1, ll. 65 to Col. 2, ll. 13). Thus, none of the EMS data formats – first software applications – disclosed in *Goodrich* is ODBC-compliant. Rather, each is non-ODBC-compliant.

The EMS data formats are not combined in *Goodrich*. *Goodrich* separately converts each of these proprietary EMS data formats into a standard CIM format through a laborious process. As *Goodrich* explains: "There is a lack of instruction on how to convert various data formats into the CIM format and further a lack of instruction

on how to merge data from multiple CIM compliant databases". *Goodrich*, Col. 2, ll. 60-63. *Goodrich* further details that: "Significant effort is required to convert the various EMS data formats into the CIM due in part to the different terminology used to describe the same physical equipment." *Goodrich*, Col. 3, ll. 1-3. *Goodrich* converts source raw EMS data from each EMS data format into a separate CIM database. *Goodrich*, Col. 9, ll. 13-57. *Goodrich* does not communicate data from the various proprietary EMS data formats to any other database or application comparable to the professional services practice management application of the present invention. Rather, each EMS data format is first converted into the common CIM format.

Instead of a first software application in an ODBC-compliant format and second software application in a non-ODBC-compliant format, the invention of *Goodrich et al* requires extraction of "[s]ource raw EMS data file(s)" "from a running EMS system" (*Goodrich*, Col. 9, ll. 17-18). *Goodrich* requires further that two CIM databases be constructed of the same or different Energy Management System (EMS) data formats prior to integration. EMS data from each EMS vendor is converted into a new CIM database. Only after the data from each EMS data format has been converted into a separate common, standardized CIM formatted database for each EMS vendor is the data combined in CIM format. *Goodrich,* Col. 9, ll. 40-57. In *Goodrich*, data is transferred and/or combined only between CIM-formatted databases.

The Examiner cites Col. 4, ll. 60-65 of *Goodrich* as disclosing that data may be maintained in a first ODBC-compliant database. Official Communication at 4. *Goodrich* discloses that: "The present invention has been reduced to practice for several EMS vendor's data formats using programming languages from Microsoft Visual C++ and

Visual Basic. Database operations use Microsoft Access format and optionally and

Open Database Connectivity (ODBC) or Data Access Objects (DAO) may be used."

*Goodrich*, Col. 4, ll. 60-65. Goodrich discloses further that: "Sequential Query

Language (SQL) is used to populate the fields for all of the equipment in accordance

with the previously described table formats [for populating the CIM databases]."

*Goodrich*, Col. 11, ll. 7-10. Applicant respectfully submits that the Examiner has

misapprehended the relevant portion of *Goodrich*, which does not disclose the elements

of the claimed invention.

As the EMS data formats are proprietary, this disclosure can refer only to the

CIM Compliant Database **54** and **62** and Integrated CIM database **72** of *Goodrich*.

*Goodrich* Fig. 2 and Col. 9, ll. 13-57. Thus, even could the various CIM databases **54**

and **62**, that are disclosed in *Goodrich* be treated as the first and second software

applications of the present invention and the Integrated CIM Database **72** be treated as

the professional services practice management application of the present invention —

and they cannot be — they are each in the same CIM format. Regardless whether this

is an ODBC-compliant or non-ODBC-compliant format, they are in the same format and

are not in a first ODBC-compliant format and second non-ODBC-compliant format as

claimed.

Nor does a first server communicate with one software application and a second

server communicate through the first server with the other software application.

Applicants respectfully submit that the nodes identified by the Examiner (*Goodrich*, Col.

9, ll. 17-25) are not the claimed second server, nor do they function as claimed. Rather,

*Goodrich* discloses clearly that each EMS data format is converted into one or more

CIM databases. Data is communicated in CIM format only when the two CIM-formatted databases are selected and integrated **66**. *Goodrich*, Col. 9, ll. 26-28.

In *Goodrich*, the SQL (Examiner's interpretation of the claimed server) used to populate the CIM is in parallel with a respective CIM (for converting raw data to its own CIM), rather than communicating with a common professional services project management application as claimed.

Accordingly, *Goodrich et al.* fail to disclose, among other things, "a. a first software application for maintaining data in a first ODBC-compliant format; b. a second software application for maintaining data in a second format other than an ODBC-compliant format; c. a first server; d. a second server ... said first server being adapted to communicate with said first software application to transfer the data from said first software application to said professional services project management application ... said first server being adapted to communicate with said second software application to transfer the data from said second software application to said professional services project management application through said second server," as recited in claim 1.

As such, Applicants submit that the rejections under 35 U.S.C. § 102(e) and § 103(a) are improper and respectfully request that they be withdrawn.

In view of the foregoing remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 50-2961.

Respectfully submitted,


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